

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regal Entertainment Group		11/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6001723	R REGAL	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128367319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske c/o		
Address Line 1:	Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	12/16/2020		
Total Attachments: 5			
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NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of November 23, 2020, by the entity listed on the signature pages hereof (“*Grantor*”), in favor of Barclays Bank PLC (“*Barclays*”), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Administrative Agent*”) (this “*Notice*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Crown UK HoldCo Limited, a company incorporated under the laws of England and Wales, Crown Finance US, Inc., a Delaware corporation (the “*Term Borrower*”), the Revolving Credit Borrowers, the Lenders and the Issuers party thereto, and Barclays, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is a party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, Grantor is a party to a U.S. Security Agreement, dated as of February 28, 2018 (the “*U.S. Security Agreement*”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the U.S. Security Agreement and used herein have the meaning given to them in the Credit Agreement or the U.S. Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “*Trademark Collateral*”); *provided, however*, that, if and when any property that at any time constituted Excluded Property becomes Collateral, the Administrative Agent shall have, and at all times from and after the date thereof be deemed to have had, a security interest in such property:

- a) all Trademarks of the United States of America owned by Grantor, in each case, now existing or hereafter acquired, including, without limitation, those referred to on Schedule I hereto and excluding any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;
- b) all goodwill of the business connected with the use of, and symbolized by, each Trademark described in *clause (a)* above; and
- c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

Section 3. Security Agreement

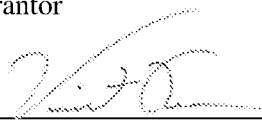
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the U.S. Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Notice and the terms of the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

REGAL ENTERTAINMENT GROUP,
as a Grantor

By:  _____

Name: Vincent Fusco

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Administrative Agent


By: Martin P. Corrigan
Name: Martin Corrigan
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007135 FRAME: 0523

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks, Trademark Applications and Trademark Licenses

<u>Grantor</u>	<u>Mark/Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Regal Entertainment Group	R REGAL DESIGN  REGAL	March 3, 2020	Registered	6,001,723